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Judgment—Vacation—Mistake in Summons.—Day v. Mertlock, 58 N. W. Rep. 1037 (Wisc.). A copy of the summons, served on the defendant, laid venue in a wrong county. His attorneys served notice of retainer, demanded copy of the complaint and admitted its service. Afterwards they returned the complaint indorsed as follows: "Any admission of service unauthorized and made by mistake. We have never been retained in the action entitled in the complaint." The case was tried and judgment by default rendered, while one of the defendant's attorneys was present. Afterwards the defendant moved to set aside the judgment as summons had never been served. Held, as the mistake was merely clerical, and as defendant's counsel had notice of it, had failed to state reasons for returning the complaint, and the defendant had notice, judgment would not be set aside.

Life Insurance—Death by Suicide—Damages for Delay—Constitutional Law.—Mutual Life Ins. Co. of New York v. Walden, 26 S. W. Rep. 1012 (Texas). The appellant issued a policy upon the life of Walden in favor of his wife, the appellee. The application, which was expressly made a part of the policy, contained the clause: "I also warrant and agree that I will not die by my own act within the period of two years from the issuance of said policy." Walden designedly took his life by means of a pistol shot within that period; however, on its being proved that when Walden took his life, his reasoning faculties were so impaired that he was not able to understand the moral character, nor the general nature, consequences, and effect of his act, and that he was impelled thereto by an insane impulse, and did not have the power to resist such impulse, the court held that beneficiary could recover the amount of policy.

Negligence of Independent Contractor.—Shute et al. v. Town of Princeton, 59 N. W. Rep. 1050 (Minn.). Where an individual made a contract with a town, through its supervisors, to repair a highway, a part of the work being the burning of brush which had been cut and piled thereon, and in doing which, through negligence, damage was caused to plaintiff, it was held, that the latter could not recover from the town.

Operation of Passenger Elevator—Degree of Care Required.—Mitchell v. Markes, 62 Fed. R. 139 (Ohio). A carrier by elevator is not an insurer of the safety of his passengers, but the same degree of care is required of one who carries passengers vertically